IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re: Chapter 7

THE UNIVERSITY OF THE ARTS, et al., Case No. 24-12140 (BLS)

Debtors. (Jointly Administered)

NOTICE OF PROPOSED SALE OF DE MINIMIS ASSETS PURSUANT TO DE MINIMIS SALE PROCEDURES

PLEASE TAKE NOTICE OF THE FOLLOWING:

Alfred T. Giuliano, the duly appointed chapter 7 trustee (the "**Trustee**") of the estates of the above-captioned debtors (the "**Debtors**"), pursuant to the *Order Establishing Certain Procedures for the Sale of De Minimis Assets Pursuant to Sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004* [Docket No. 84] (the "**Sale Procedures Order**"), proposes to sell certain *de minimis* assets (the "**Assets**") to The Midtown Scholastic Bookstore, Inc. (the "**Purchaser**"). This Notice is being provided in accordance with and sets forth the information required under the Sale Procedures Order.²

<u>Description of the Assets</u>. The Assets consist of tables more specifically set forth on **Exhibit A** attached hereto.

<u>Relationship of Purchaser to the Debtors</u>. The Purchaser's relationship, if any, with the Debtors is as follows: None.

<u>Relationship of Purchaser to the Trustee</u>. The Purchaser's relationship, if any, with the Trustee is as follows: <u>None.</u>

<u>Liens and Encumbrances on the Assets</u>. Other than possibly the Pre-Petition Secured Lenders, the Debtors are aware of the following liens and/or encumbrances on the Assets: <u>None</u>. All such liens, claims and encumbrances shall attach to the proceeds of the sale with the same validity, extent and priority such lien had immediately prior to the sale of the Assets, subject to any rights and defenses of the Trustee and/or the estates with respect thereto.

The debtors in these cases, along with the last four digits of the federal tax identification number for each of the debtors, where applicable, are: The University of the Arts (9911); and U of Arts Finance, LLC (9911).

² Any capitalized term not defined herein has the meaning assigned to it in the Sale Procedures Order.

Material Economic Terms and Conditions of the Proposed De Minimis Sale. The Trustee proposes to sell the Assets to Purchaser on an "as is" and "where is" basis, free and clear of all liens, claims or encumbrances therein, pursuant to section 363(f) of the Bankruptcy Code, on the terms more fully set forth in Purchase Agreement (the "**De Minimis Sale**"). The Purchaser has agreed to pay a purchase price of \$1,300.00 for the Assets.

Procedures to Object to the Proposed De Minimis Sale. Any objection to the proposed De Minimis Sale (an "Objection") must: (a) be in writing; (b) set forth the name of the objecting party; (c) provide the basis for the objection and the specific grounds therefor; (d) be filed with the Bankruptcy Court; and (e) be served on: (i) counsel to the Trustee, Chipman Brown Cicero & Cole, LLP, 1313 North Market Street, Suite 5400, Wilmington, Delaware 19801, Attn: David W. Carickhoff (carickhoff@chipmanbrown.com); (b) counsel the Bridge Noteholder Representative, Bridge Notes Collateral Agent, Bond Trustee, Bonds/TD Collateral Agent, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, Attn: Amy (ACaton@kramerlevin.com) and Douglas Buckley (DBuckley@kramerlevin.com) and Klehr Harrison Harvey Branzburg LLP, 919 North Market Street, Suite 1000, Wilmington, Delaware, Attn: Domenic E. Pacitti (dpacitti@klehr.com) and 1835 Market Street, Suite 1400, Philadelphia Pennsylvania 19103, Attn: Morton R. Branzburg (mbranzburg@klehr.com); (c) counsel to TD Bank, Ballard Spahr, LLP, 919 North Market Street, 11th Floor, Wilmington, Nicholas Delaware 19801-3034, J. Brannick Attn: (brannickn@ballardspahr.com) and 1735 Market Street, 51st Floor, Philadelphia, Pennsylvania 19103 Attn: Diane E. Vuocolo (vuocolod@ballardspahr.com); and (d) the Office of the United States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Benjamin A. Hackman (benjamin.a.hackman@usdoj.gov) (collectively, the "Objection Parties"). Any such Objection must be served on the Objection Parties on or before February 17, 2025, at 4:00 p.m. (Eastern Time) (the "Objection Deadline"). Service of any Objection by e-mail is acceptable.

If no written Objection is received by the Trustee by the Objection Deadline, then the Trustee is authorized to immediately consummate such De Minimis Sale in accordance with the Sale Procedures Order.

If an Objection to a De Minimis Sale is properly filed and served, then the Asset(s) subject to the Objection shall only be sold upon either the consensual resolution of the objection by the parties in question or further order of the Court. If no resolution to the objection is reached, the Trustee will then schedule a hearing to consider the proposed sale of any De Minimis Assets subject to the Objection.

Dated: February 12, 2025 Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

Is David W. Carickhoff

David W. Carickhoff (No. 3715) Alan M. Root (No. 5427) Alison R. Maser (No. 7430) Hercules Plaza 1313 North Market Street, Suite 5400 Wilmington, Delaware 19801 Telephone: (302) 295-0192

Email: carickhoff@chipmanbrown.com

root@chipmanbrown.com maser@chipmanbrown.com

Counsel for the Chapter 7 Trustee

Exhibit A

Assets to Be Sold

Case 24-12140-BLS Doc 234 Filed 02/12/25 Page 5 of 5

UNIVERSITY Arts

REMIT

Alfred T. Giuliano

Trustee for University of the Arts

2301 E. Evesham Road Pavilion 800, Suite 210 Voorhees, NJ 08043 BUYER The Midtown Scholar Bookstore, Inc.

ADDRESS Eric Papenfuse

1302 North Third Street Harrisburg, PA 17102

	Account Code	Pages	
	MSBI		1 of 1
Account #		Date	
	31400456301		2/5/2025

Invoice #	Total	
	469936	1.300.00

QTY	SKU/LOT#	DESCRIPTION	CATEGORY	LOCATION	UNIT PRICE	LINE TOTAL
1	OAM-504	NARROW TABLE	OFFICE FURN	ANDERSON M	75.00	75.00
7	OAM-505	FOLDING TABLES W/CASTERS	OFFICE FURN	ANDERSON M	175.00	1,225.00
_						
_						

Terms and Conditions for the Sale of University Assets.

This is a formal invoice and acceptance of an offer, All offers are subject to oversight and approval by the Delaware Bankruptry Court and all designated lenders, furstees, and officers. You will be notified only if your offer is approved. Payment Ferms - A casher's check made out to the remittance address for the total amount. All sales are Final. All terms are sold on an "as is, where is" basis. The University makes no warranties or representations of any kind, express or implied, regarding, the condition, functionality, or suitability of the items for any purpose. No returns, exchanges, or refunds will be accepted under any circumstances. Buyer Responsibility for Removal and Transportation. Buyers are solely responsible for the removal and transportation of purchased items. The University will not provide any assistance in moving, loading, or transporting items. Use of Licensed Contractors - For items that are heavy or cumbersome, connected to gas, electricity, or any other utility, buyers must use licensed and insured contractors for disconnection and removal for transportation of purchased items. Liability Walver - By purchasing items, buyers agree to indemnify and hold harmless the University, its officers, employees, agents, contractors, and consultants from any and all claims, damages, or liabilities arrising from the purchase, removal, transportation, proportation, proportation, and consultants from any and all claims, damages, or liabilities arrising from the purchase, removal, transportation, proportation, and serve of the times. Inspection of thems — Buyers are encouraged to inspect items prior to purchase. The University will not be responsible for any discrepancies or defects discovered after a sale. Compliance with Laws and Regulations - Buyers must comply with all applicable laws, regulations, and safety standards in the removal, transportation, and use of purchased them the sale, buyers exchowedge that they have read, understood, and agreed to these terms and conditions. The Notice Parties will

	Unique Items/Page	Total Items/Page	Page Total
	2	8	1,300.00
Document #			Reference #
IN_MSBI_2025.02.05_469936_\$1300.00_31400456301			456932

*** FOR INTERNAL USE ONLY ***					
WHAT IS THE BUYER'S FORMER/CURRENT RELATIONSHIP TO THE UNIVERSITY?					
NONE	☐ EMPLOYEE	ADMIN/OFFICER	☐ ALUM/STUDENT		
CONTRACTOR	☐ VENDOR	ACADEMIC PTNR.	OTHER (AS NOTED)		
HAVE ALL OF THE ITEMS LISTED ABOVE RECEIVED AT LEAST THREE (3) OFFERS?					
✓ YES	□ NO	☐ NO WITH EXCEPTION NOTED			